

### County of Los Angeles

# Sheriff's Bepartment Headquarters 4700 Ramona Boulevard Monterey Park, California 91754–2169



December 2, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

**Dear Supervisors:** 

APPROVAL OF AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND AON CONSULTING, INC. FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE SERGEANT SELECTION PROCESS (ALL DISTRICTS) (3 VOTES)

#### IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to execute the attached sole source Agreement with Aon Consulting, Inc. (Aon), effective on Board approval, to design, develop and implement a legally defensible Sergeant Selection Process for the Los Angeles County Sheriff's Department pursuant to the **Bouman v. Baca** court orders from date of execution until completed for a total contract sum not to exceed \$498,062.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this sole source Agreement will allow the Los Angeles County Sheriff's Department (LASD) to comply with the controlling *Bouman* Federal Court order to design, develop and implement a legally defensible selection process for the promotion of sergeants within the Department.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The services to be provided under the Agreement support the County's Strategic Plan Goal No. 3, Organizational Effectiveness. Specifically, this Agreement will enable LASD to provide/implement a legally defensible sergeant selection process.

The Honorable Board of Supervisors December 2, 2003 Page 2

#### FISCAL IMPACT/FINANCING

The Sheriff's Department has identified funding in the Department's operating FY 2003-04 Budget. The County's cost for services will not exceed \$498,062 over the term of the proposed Agreement.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The <u>Bouman</u> court order requires the Los Angeles County Sheriff's Department to develop and implement a legally defensible Sergeant selection process.

The Agreement includes Board, Chief Administrative Office, and County Counsel requirements, including Jury Service, and the Safely Surrendered Baby law.

County Counsel has reviewed and approved this agreement as to form.

#### **CONTRACTING PROCESS**

Aon was selected as a sole source contractor, as noted in the Advance Notice, sent to your Board, dated September 4, 2003, (Attachment 1).

#### **IMPACT ON CURRENT SERVICES**

The Sheriff's Department is governed by the <u>Bouman</u> court orders and is mandated to develop and implement a legally defensible Sergeant selection process for the next Sergeant's selection process.

#### CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this contract to the Sheriff's Department, Contracts Administration Unit, for further processing.

Respectively submitted,

Le Baca

LEROY D. BACA

SHERIFF



#### **CONTRACT**

BY AND BETWEEN

**COUNTY OF LOS ANGELES** 

**AND** 

**AON CONSULTING, INC.** 

**FOR** 

THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A
SERGEANT SELECTION PROCESS

#### **TABLE OF CONTENTS**

SECTION			
	RECITALS	1	
1.0	APPLICABLE DOCUMENTS	2	
	DEFINITIONS	2	
	WORK.	4	
	APPROVAL OF DELIVERABLE/SERVICE	5	
	TERM OF CONTRACT	7	
	CONTRACT SUM	7	
	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING		
	EXPIRATION/TERMINATION OF CONTRACT	8	
	INVOICES AND PAYMENTS	8	
	SALES/USE TAX	9	
	ADMINISTRATION OF CONTRACT - COUNTY	10	
6.	COUNTY'S PROJECT DIRECTOR	10	
6.2	COUNTY'S PROJECT MANAGER	11	
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	11	
7 1	CONTRACTOR'S PROJECT DIRECTOR	11	
7.2	CONTRACTOR'S PROJECT MANAGER	12	
7.3	APPROVAL OF CONTRACTOR'S STAFF	12	
7.4	CONTRACTOR'S STAFF IDENTIFICATION	14	
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	15	
7.6	CONFIDENTIALITY	15	
	TERMS AND CONDITIONS	16	
	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	16	
	AUTHORIZATION WARRANTY	17	
	BUDGET REDUCTIONS	17.	
	CHANGE NOTICES AND AMENDMENTS	17	
	COMPLIANCE WITH APPLICABLE LAW	18	

TA	DI		$\sim$		$\sim$	$\sim$	. 1 -	~~	N 1 -	rc
TA	/DL	.⊏	U	<b>,</b>	U	IJΓ	v		N	13

	COMPLIANCE WITH CIVIL RIGHTS LAW	20
8.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE	
	PROGRAM	20
	JURY SERVICE PROGRAM	20
8.7.2	WRITTEN EMPLOYEE JURY SERVICE PROGRAM	20
8.8	CONFLICT OF INTEREST	22
	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR	
	LAYOFF/OR RE-EMPLOYMENT LIST	23
8.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM	
	PARTICIPANTS	23
	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	23
8.11.1	RESPONSIBLE CONTRACTOR	23
8.11.2	CHAPTER 2.202 OF THE COUNTY CODE	23
8.11.3	NON-RESPONSIBLE CONTRACTOR	24
8. 1.4	CONTRACTOR HEARING BOARD	24
8.11.5	SUBCONTRACTORS OF CONTRACTOR	25
8.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	25
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S	
	COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	25
	CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S	
	CHILD SUPPORT COMPLIANCE PROGRAM.	26
	COUNTY'S QUALITY ASSURANCE PLAN	26
	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.	27
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	27
8.18	FACSIMILE REPRESENTATIONS.	28
	FAIR LABOR STANDARDS	29
	GOVERNING LAW, JURISDICTION, AND VENUE	29
8.2	INDEPENDENT CONTRACTOR STATUS	29

#### **TABLE OF CONTENTS**

	INDEMNIFICATION.	30
	GENERAL INSURANCE REQUIREMENTS	31
	INSURANCE COVERAGE REQUIREMENTS	34
	MOST FAVORED PUBLIC ENTITY.	35
8.26	NONDISCRIMINATION AND AFFIRMATIVE ACTION	35
8.27	NON EXCLUSIVITY	37
8.28	NOTICE OF DELAYS	37
8.29	DISPUTE RESOLUTION PROCEDURE	37
8.30	NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED	
	INCOME CREDIT	39
	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED	
	BABY LAW.	40
	NOTICES	40
	PROPRIETARY CONSIDERATIONS.	42
	PATENT, COPYRIGHT, & TRADE SECRET INDEMNIFICATION	44
	HIRING OF EMPLOYEES	46
	PUBLIC RECORDS ACT.	46
8.37	DISCLOSURE OF INFORMATION	47
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.	48
	RECYCLED BOND PAPER	50
8.40	SUBCONTRACTING	50
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD	
	SUPPORT COMPLIANCE	54
	TERMINATION FOR CONVENIENCE	54
	TERMINATION FOR DEFAULT.	55
	TERMINATION FOR IMPROPER CONSIDERATION.	57
	TERMINATION FOR INSOLVENCY	58
	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST	
	ORDINANCE	58

Table of Contents iii

#### **TABLE OF CONTENTS**

	TERMINAT	TION FOR NON-APPROPRIATION OF FUNDS	59					
	VALIDITY.		59					
8.49	WAIVER		59					
8.50	WARRANT	TY AGAINST CONTINGENT FEES	60					
	SIGNATUR	RE PAGE	61					
EXHIBIT	<u>s</u>							
EXHIBIT A:		STATEMENT OF WORK						
EXHIBI	ГВ:	PROJECT TIMELINE						
EXHIBIT	ГС:	ESTIMATED HOURS, PROJECT FEES, AND EXPENSES						
EXHIBIT	ΓD:	CONTRACTOR'S EEO CERTIFICATION						
EXHIBIT	Γ E-1:	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT CONFIDENTIALITY AGREEMENT	AND					
EXHIBIT E-2:		CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT	AND					

**CONFIDENTIALITY AGREEMENT** 

Table of Contents iV

TO VIEW A COPY OF
ANY ATTACHMENTS RELATED
TO THIS DOCUMENT
PLEASE CONTACT:
SHERIFF'S HEADQUARTERS BUREAU
(323) 526-5554